



## County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** April 06, 2022  
**TIME:** 2:00 p.m. – 4:00 p.m.  
**LOCATION:** **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**  
**TELECONFERENCE ID: 605696861#**

To join via phone, dial 1(323)776-6996, then press 605696861#.

**YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:**

[Click here to join the meeting](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE  
THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED  
UNDER STATE LAW**

### **AGENDA**

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.  
Two (2) minutes are allowed for each item.

1. **Call to order – Kirk Shelton/Anthony Baker**

2. **INFORMATIONAL ITEM(S):**

A) Board Letter:

REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT  
NEEDED FOR CONSULTANT SERVICES OF A COUNTYWIDE  
WARRANT SYSTEM

LASD – Joe Salazar, Assistant Bureau Director and  
Scott Goodwin, Information Technology Manager

B) Board Letter:

REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING  
WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION FOR  
AS-NEEDED OPERATIONAL SPACE FOR THE TECHNICAL  
SUPPORT CALL CENTER DURING ELECTIONS

RR/CC – Albert Navas, Assistant RR/CC

**CONTINUED ON PAGE 2**

- C) Board Memo:  
NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE  
AMENDMENT TO CONTRACT #15-003 WITH K & H PRINTERS-  
LITHOGRAPHERS, INC. (K&H) FOR OUTGOING VOTE BY MAIL  
ELECTION MAILING SERVICES  
RR/CC – Albert Navas, Assistant RR/CC
- D) Board Letter:  
AMENDMENT TO MASTER AGREEMENT FOR OCCUPATIONAL  
HEALTH MEDICAL EXAMINATIONS WITH IRWINDALE INDUSTRIAL  
CLINIC  
DHR – Maggie Martinez, Assistant Director

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**  
(2 minutes each speaker)
5. **Adjournment**

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**FUTURE AGENDA TOPICS**

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**CALENDAR LOOKAHEAD:**

- A) LACDA – AMENDMENT TO THE MICROSOFT ENTERPRISE VOLUME  
LICENSING SERVICES CONTRACT
- B) LACDA – AMENDMENT TO THE MICROSOFT ENTERPRISE SERVER  
AND CLOUD AZURE SERVICES CONTRACT
- C) DHR – REQUEST APPROVAL OF AN APPROPRIATION  
ADJUSTMENT TO ACQUIRE AND IMPLEMENT AN ENTERPRISE  
TALENT MANAGEMENT SOLUTION
- D) DHS – APPROVAL TO EXERCISE THE FINAL ONE-YEAR OPTION OF  
EXISTING SOLE SOURCE AGREEMENT NO. HA-707648 WITH  
GARTNER INC., FOR SPECIALIZED INFORMATION TECHNOLOGY  
CONSULTING SERVICES
- E) CEO/RE – SEVEN-YEAR LEASE OF DEPARTMENT OF HEALTH  
SERVICES 1426 PALOMA STREET, LOS ANGELES

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/6/2022	
<b>BOARD MEETING DATE</b>	5/3/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff's Department	
<b>SUBJECT</b>	Request approval of an appropriation adjustment needed for consultant services of a countywide warrant system	
<b>PROGRAM</b>	County Warrant System	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$495,000.	Funding source: Legacy Modernization Fund
	TERMS (if applicable): eight months	
	Explanation: vendor was selected via a competitive ESMA bid. Project is estimated to compete in six to eight months	
<b>PURPOSE OF REQUEST</b>	Allow the use of Legacy Modernization funds for CWS Business Process Review. The BPR will develop a roadmap for CWS replacement or modernization over multiple phases, with subsequent decommissioning of the legacy system. The consultant services will provide a technical architecture and readiness approach for implementation. No issues or concerns	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Due to CWS archaic infrastructure, CWS has multiple challenges such as: the lack of ability to easily interface and integrate data with other justice agencies; the lack of workflow ability between the courts and justice agencies; mainframe technology limitations with on-going maintenance, modernization and the inability to enhance functionality; Inability to hire technology professionals with the skillset to support an old technology; and disparate ancillary systems that do not integrate or interface with CWS.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: . Joe Salazar, Assistant Bureau Director, (562) 345 4455 <a href="mailto:JRSalaza@lasd.org">JRSalaza@lasd.org</a> . . Scott Goodwin, Information Technology Manager (562) 345 4149 <a href="mailto:SRGoodwi@lasd.org">SRGoodwi@lasd.org</a>	

May 3, 2022

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT NEEDED FOR  
CONSULTANT SERVICES OF A COUNTYWIDE WARRANT SYSTEM  
(ALL DISTRICTS) FY 2021-22 (4 VOTES)**

**OFFICE OF THE CHIEF INFORMATION OFFICER (CIO) RECOMMENDATION: APPROVE  
(X)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) requests the Board of Supervisors' (Board) approval for a Fiscal Year 2021-22 appropriation adjustment that transfers \$495,000 from obligated fund balance Committed for IT Enhancements, commonly known as IT Legacy Modernization funding, to the Department for consultant services to replace its current Countywide Warrant System. This Board letter is also to notify the Board that the Department intends to request the Internal Services Department (ISD) to execute Enterprise Services Master Agreement (ESMA) Work Order (WO) E1-128, Countywide Warrant System (CWS) Project. This WO is estimated at \$495,000 and this notification is in accordance with ESMA guidelines that require prior Board notice on WO exceeding \$300,000.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached appropriation adjustment to transfer \$495,000 from the Committed for IT Enhancements to the Department's services and supplies appropriation.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The CWS is an automated repository for warrants issued within the County. It was developed in 1988 using mainframe IMS/COBOL/Assembler technology. This system services over 40 criminal justice agencies in their efforts to protect the public and ensure the integrity of judicial process with nearly 2 million active warrants.

Due to its archaic infrastructure, CWS has multiple challenges such as: the lack of ability to easily interface and integrate data with other justice agencies; the lack of workflow ability between the courts and justice agencies; mainframe technology limitations with on-going maintenance, modernization and the inability to enhance functionality; Inability to hire technology professionals with the skillset to support an old technology; and disparate ancillary systems that do not integrate or interface with CWS.

In an effort to replace this legacy system, the Department will engage a consultant via the County's ESMA to conduct a Business Process Review (BPR). The BPR will develop a roadmap for CWS replacement or modernization over multiple phases, with subsequent decommissioning of the legacy system. The consultant services will provide a technical architecture and readiness approach for implementation.

The Department will assign a dedicated Records and Identification Bureau (RIB) project manager and establish an executive governance committee comprised of RIB and technology executives to provide sponsorship and to address risks. The CWS has been identified by the County's CIO as a critical legacy application and is eligible for legacy application funding. The BPR is the first step toward CWS modernization and a replacement plan is required and supported by the County's CIO.

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, by allowing the Department's communications to operate effectively and efficiently.

### **FISCAL IMPACT/FINANCING**

The cost of services provided by Gartner, Inc. shall not exceed \$495,000. The County's IT Investment Board (ITIB) approved using the IT Legacy Modernization funding to pay for these services. Approval of the attached appropriation adjustment will allocate funding from obligated fund balance Committed for IT Enhancements to the Department for this purpose.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

There are no legal requirements prohibiting the recommended action. The terms and conditions of the Master Agreement have been approved by County Counsel. The

contracted services are of an extraordinary, professional, or technical nature and are not restricted under Proposition A and are not subject to the Living Wage Program (County Code, Chapter 2.121).

The Master Agreement contains all of the current County required provisions.

In compliance with Board Policy 6.020 “Chief Information Office Board Letter Approval”, the OCIO reviewed the IT components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO reviewed this Board letter and supporting documents and determined this recommendation action(s) does not constitute a technology-related acquisition of hardware, software, or professional services that would necessitate a formal written CIO Analysis.

### **CONTRACTING PROCESS**

On June 3, 2021, the ISD released a competitive ESMA WO solicitation, E1-128, for the Department’s CWS Project. The solicitation was released to twenty-seven qualified contractors on ISD’s ESMA Category 1 list. On June 30, 2021, as a result of a competitive solicitation, ISD received proposals from one (1) contractor, Gartner Consulting Incorporated. The proposal was evaluated by an evaluation committee consisting of third-party evaluators from other county departments and Gartner Consulting Incorporated was recommended for award of ESMA WO E1-128 in the amount of \$495,000.

This project is expected to be completed within six (6) to eight (8) months after the award of the contract and the Department will provide a quarterly project progress update to the County CIO’s Office.

Consistent with ESMA policies and procedures, this is hereby our notification informing your Board of the intent to award WO E1-128 for the CWS Project in the amount of \$495,000. The ISD will proceed with the award of this WO after Board approval.

### **IMPACT ON CURRENT SERVICES**

Approval will ensure a technical architecture and a readiness approach for a CWS modernization plan.

### **CONCLUSION**

Upon approval by the Board, please return a copy of the adopted Board letter.

The Honorable Board of Supervisors - 4 -

May 3, 2022

Sincerely,

Reviewed by:

ALEX VILLANUEVA  
SHERIFF

PETER LOO  
ACTING CHIEF INFORMATION OFFICER

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

AV:BY:nd  
(Technology & Support Division)

Attachments

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Rodrigo Castro-Silva, County Counsel  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Timothy K. Murakami, Undersheriff  
Jorge A Valdez, Chief of Staff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen Joe, Assistant Division Director, ASD  
Vanessa C. Chow, Sergeant, ASD  
Erica M. Saavedra, Deputy, ASD  
Brain Yanagi, Acting Chief, Technology and Support Division (TSD)  
Scott Goodwin, Information Technology Manager III, Data Systems Bureau  
Fred Nazarbegan, Information Technology Manager III, Office of Technology Planning



February 08, 2022

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2021-22****4 - VOTES****SOURCES****USES****GENERAL FUND**

A01-3052

COMMITTED FOR IT ENHANCEMENTS

**DECREASE OBLIGATED FUND BALANCE 495,000****SOURCES TOTAL****\$ 495,000****USES TOTAL****JUSTIFICATION**

Reflects the cancellation of obligated fund balance Committed for IT Enhancements for the Sheriff's Department to obtain consultant services for replacement of its Countywide Warrant System.

**AUTHORIZED SIGNATURE**

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/6/2022	
<b>BOARD MEETING DATE</b>	4/19/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Registrar-Recorder/County Clerk	
<b>SUBJECT</b>	REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION FOR AS-NEEDED OPERATIONAL SPACE FOR THE TECHNICAL SUPPORT CALL CENTER DURING ELECTIONS	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Operational space is required for the June 7, 2022 and November 8, 2022 elections for the Technical Support Call Center.	
<b>COST &amp; FUNDING</b>	Total cost: \$5,640 for each Election totaling \$11,280	Funding source: Approved Department operating budget
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Requests approval to execute a Memorandum of Understanding (MOU) with the Los Angeles County Office of Education (LACOE) for as-needed, temporary operational space to be used as the RR/CC Information Technology (IT) support call center during elections.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The LACOE operational space consists of two (2) rooms which are large enough to house the IT call center. One room will be used by IT call center agents (contracted staff) using up to 120 workstations to answer calls and resolve minor technical issues involving election equipment at up to 1,000 Vote Centers during an election. The second room is dual-purpose to be used as a meeting room and command center containing multiple computer systems showing various election-related data occurring in real-time across all vote centers during the election.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Albert Navas, Assistant RR/CC, (562) 462-2652, ANavas@rrcc.lacounty.gov	



DEAN C. LOGAN  
Registrar-Recorder/County Clerk

## LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK



April 19, 2022

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION FOR AS-NEEDED OPERATIONAL SPACE FOR THE TECHNICAL SUPPORT CALL CENTER DURING ELECTIONS**

**(ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Department of Registrar-Recorder/County Clerk (Department or RR/CC) requests approval to execute a Memorandum of Understanding (MOU) with the Los Angeles County Office of Education (LACOE) for as-needed, temporary operational space to be used as the RR/CC Information Technology (IT) call center during elections.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the RR/CC, or his designee, to execute an MOU, substantially similar to Attachment 1 for the sole purpose of conducting government business (election and voter support).
2. Delegate authority to the RR/CC, or designee, to execute Amendments to the MOU that are within the scope of the MOUs, including, but not limited to, extensions of the MOU term, any enhancement of services, changes in Board policies or County requirements, and revisions which materially affect the scope of work or any term or condition included in the MOU, provided County Counsel approval is obtained.
3. Delegate authority to the RR/CC, or designee, to terminate MOUs with fifteen (15) days.

4. Delegate authority to the RR/CC, or designee, reasonable discretion to agree to terms proposed by a Government Agency, including LACOE, provided that such terms are required by law or policy of the Government Agency, the MOU remains substantially similar, and provided County Counsel approval is obtained.

### **PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION**

The RR/CC requests Board approval on the attached MOU for operational space at LACOE's conference center located at 12830 Columbia Way, Downey, California 90242 during scheduled elections and on an as-needed basis during special elections.

The LACOE operational space consists of two (2) rooms which are large enough to house the IT call center. One room will be used by IT call center agents (contracted staff) using up to 120 workstations to answer calls and resolve minor technical issues involving election equipment at up to 1,000 vote centers during an election. The second room is dual-purpose to be used as a meeting room and command center containing multiple computer systems showing various election-related data occurring in real-time across all vote centers during the election.

During an election, the LACOE operational space will be required for approximately one (1) month including:

- Set-Up – Approximately two (2) weeks for setting up the network and approximately 120 call agent workstations;
- Voting Period/Election Day – Up to eleven (11) days for pre-check and early voting period (including weekends) through Election Day. During this period the call center is operational. Election staff will call the IT Call Center to report problems or technical difficulties. Call agents will document and attempt to fix the problem and/or escalate the problem so that the issue is fixed and voting does not stop; and
- Breakdown - 1 week for breaking down the call center equipment after election day.

### **Implementation of Strategic Plan Goals**

This request supports the County Strategic Plan as follows: **Goal No. III, Realize Tomorrow's Government Today** to be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

### **FISCAL IMPACT / FINANCING**

The rental fee for the LACOE Conference center during the term is \$5,640 for each election, totaling \$11,280 for the June 7, 2022 Statewide Direct Primary Election and the November 8, 2022 Statewide General Election, plus any LACOE costs to support maintenance, operations or technology, if needed. The costs are included in the RR/CC's on-going budget.

**FACTS AND PROVISIONS / LEGAL REQUIREMENTS**

RR/CC is responsible for the registration of voters, maintenance of the voter files, precincting, absentee voting, petitions, and precinct officers/pools maintenance, the conduct of federal, state and special elections, and may assist as needed in municipal elections.

This Board letter and attached MOU has been reviewed and approved by County Counsel. The MOU contains County standard provisions and is in compliance with all Board of Supervisors, Chief Executive Office (CEO), and County Counsel requirements.

**IMPACT ON CURRENT SERVICES**

Approval of the recommended action will ensure that operational space for the IT call center will be secured for the June 7, 2022 Statewide Direct Primary Election, the November 8, 2022 Statewide General Election and future elections in 2023.

Respectfully submitted,

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

DCL:JG:MF:AN:NH  
VW:ca

Attachments

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel

**AGREEMENT BY AND BETWEEN  
THE LOS ANGELES COUNTY OFFICE OF EDUCATION  
AND COUNTY OF LOS ANGELES, REGISTRAR-RECORDER/COUNTY CLERK**

This Agreement, dated \_\_\_\_\_ 2022 for reference purposes only, (Agreement) is by and between the Los Angeles County Office of Education herein referred to as (LACOE) and the County of Los Angeles, Registrar-Recorder/County Clerk, herein referred to as (RRCC). LACOE and RRCC together shall be referred to as the “Parties”.

**RECITALS**

- A. WHEREAS, LACOE owns that certain property called Education Center West (ECW), 12830 Columbia Way, Downey, California 90242 herein referred to as the “Property”.
- B. WHEREAS, RRCC provides support to the voters of the County of Los Angeles for the California Statewide Direct Primary Election on June 7, 2022 (May 9, 2022 through June 13, 2022) and the Statewide Direct General Election on November 8, 2022 (October 11, 2022 through November 16, 2022).
- C. WHEREAS, RRCC desires to lease LACOE’s conference center, ECW 606 ABC for its IT election call center in support of the vote centers and its workers for the Primary and General Elections.
- D. WHEREAS, LACOE is willing to lease LACOE’s conference center, ECW 606 ABC for an IT election call center in support of the Primary and General Elections.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LACOE and RRCC mutually agree to the following terms and conditions.

**AGREEMENT**

1. **Premises.** RRCC shall lease the conference center, ECW 606 ABC located inside the Property as designated in the attached Exhibits A-1 and A-2 (Premises). LACOE, at its sole discretion, shall have the right to change the Premises leased to RRCC for alternate space within the Property at any time during the term of this Agreement. LACOE shall use its best efforts, but is not obligated to, match the Premises.

2. **Access to Premises and Common Areas.** RRCC’s employees, agents, volunteers, vendors and visitors shall enter the Premises through the main entrance on Columbia Way only and access the Premises through the Columbia Way reception area and hallway exiting to the east of the reception area to the Premises. RRCC shall use the common area restrooms in room 605 only. RRCC may use the meeting room 604 if needed. RRCC may use room 603 A (Lounge) to use the microwave, sink, water dispenser and vending machines only. RRCC may not use the Lounge for sitting and eating. During RRCC’s hours of operation, RRCC shall provide staff to monitor the arrivals and departures of employees, agents, volunteers, vendors and visitors and direct them to the Premises, meeting room, restrooms and Lounge.

3. **Public Health Pandemic COVID 19.** In order to continue maintaining a safe working environment during this public health emergency and concern, RRCC shall follow the Los Angeles County Public Health Department and the Federal Centers for Disease Control guidelines and requirements, which may change from time to time, to prepare protocols and guidelines for allowing its employees, agents, volunteers, vendors and visitors entrance to the Premises. RRCC shall provide a copy of its protocols and guidelines to LACOE by the commencement of the term and any changes that may occur over the term of the use of the Premises.

4. **Term.** The term of this Agreement shall commence on \_\_\_\_\_2022 or upon the full execution of the Agreement, whichever is later, and shall terminate on November 16, 2022. LACOE shall send an invoice to RRCC for payment. The term may be extended for one additional year upon mutual agreement between the RRCC and LACOE.

5. **Hours of Operation.** RRCC's hours shall vary over the Term of the Agreement. The anticipated schedule is as follows:

a) Statewide Direct Primary Election

May 9th through May 26th: 8:00 am – 5:00 pm

May 27th: 8:00 am – 7:00 pm

May 28th through June 6th: 8:00 am – 9:00 pm (including weekends and holidays)

June 7th (Election Day): 5:30 am until the last vote center closes (at the very least 11:00 pm but could be 24 hours)

June 8th through June 13th: 8:00 am – 5:00 pm

b) Statewide Direct General Election

October 11<sup>th</sup> through October 27<sup>th</sup>: 8:00 am – 5:00 pm

October 28<sup>th</sup>: 8:00 am – 7:00 pm

October 29<sup>th</sup> through November 7<sup>th</sup>: 8:00 am – 9:00 pm (including weekends)

November 8<sup>th</sup> (Election Day): 5:30 am until the last vote center closes (at the very least 11:00 pm but could be 24 hours)

November 9<sup>th</sup> through November 16<sup>th</sup>: 8:00 am – 5:00 pm

RRCC may request a change in the hours of operation by giving a written notice to LACOE no less than three (3) days prior to the change.

6. **Rent.** The rent shall be \$5,640 for each Election totaling \$11,280 for the Term. In the event the Term of the Agreement is extended the rent shall be charged at a daily rate of \$160 per day.

7. **Overtime Costs.** In addition to Rent, Lessee shall pay the cost over normal business hours of any support staff for maintenance, operations and technology (Overtime Costs). Normal business hours are Monday through Friday, 7:00 a.m. to 5:00 p.m. Overtime Costs shall be charged at the following rates:

Technology Technician:	\$60 per hour with a minimum of four (4) hours
Network Technician:	\$100 per hour with a minimum of four (4) hours
Custodian:	\$40 per hour with a minimum of four (4) hours

8. **Cancellation.** LACOE or RRCC may terminate the Agreement at any time with fourteen (14) days prior written notice for ordinary course and no cancellation during the voting period. Notwithstanding the foregoing, the Agreement may not be cancelled during the voting period of the Primary and General Elections.

9. **Use of Premises.** RRCC shall use the Premises for an IT election call center to support the Primary and General Elections and for no other purpose.

10. **Equipment and Furnishings.** LACOE shall provide conference tables, chairs and extension cords for RRCC's use during the term of this Agreement. The number of tables and chairs provided and the number of people allowed in the Premises at one time shall be determined by the best practices of social distancing due to the Public Health Pandemic COVID 19. RRCC shall request permission to place any additional furnishings or equipment desired in the Premises, and if permitted, said additional furnishings and equipment shall be provided by RRCC, at RRCC's sole cost and expense. RRCC shall provide its own telephones, printers, copiers, computers, monitors and office supplies. All equipment and furnishings must be kept within the Premises.

11. **Telephone and Data Service.** LACOE shall provide typical telephone and data service for normal office use. RRCC shall work with LACOE's Technology Services on access to internet, data and telephone connections.

12. **Security.** RRCC shall provide its own security. The security shall be a security guard with no weapon from a commercial security company or a police officer/sheriff from the police or sheriff's department.

13. **Contact Information.**

LACOE:

Facilities Planning (Lease, Payments)

Email: [Stephens\\_Roberta@laoe.edu](mailto:Stephens_Roberta@laoe.edu)

Telephone: (562) 803-8211

Technology Services:

Email: [Helpdesk@laoe.edu](mailto:Helpdesk@laoe.edu)

Telephone: (562) 922-6646

24 hour contact: Same as above

Building Services:

Email: [BuildingServices@laoe.edu](mailto:BuildingServices@laoe.edu)

Telephone (562) 803-8286

24 hour contact: (714) 206-1250 (m)

RRCC:

Albert Navas

[anavas@rrcc.lacounty.gov](mailto:anavas@rrcc.lacounty.gov)

(562) 462-2652

Terrie L. Salazar

[TSalazar@rrcc.lacounty.gov](mailto:TSalazar@rrcc.lacounty.gov)

(o) 562-462-2706; (m) 562-503-2490

Gina Franco

[gfranco@rrcc.lacounty.gov](mailto:gfranco@rrcc.lacounty.gov)

(562) 462-2024

11. **Alterations.** No alterations shall be made by RRCC without the consent of LACOE, which shall not be unreasonably withheld. Upon the expiration of the term of the Agreement, RRCC shall remove any alterations, additions or improvements made by RRCC and shall promptly repair or replace any areas damaged by such removal.



**14. Maintenance, Services and Repair.**

(a). **LACOE's Obligations.** LACOE shall maintain the Premises in good operating condition and repair. LACOE shall be responsible for the cost to provide the usual and customary maintenance of and services to the Premises. LACOE shall light the Premises from dusk until dawn. RR/CC shall notify LACOE of any maintenance issues, and LACOE shall promptly respond and take actions as reasonably necessary and appropriate to address the issue(s).

(b). **RRCC's Obligations.** RRCC shall be responsible for damage to the Premises caused by its use or due the negligence of its employees, contractors or agents.

**15. Indemnification.**

(a). LACOE's Indemnification

LACOE agrees to defend, indemnify, save and hold harmless RRCC from and against any and all demands, debts, liens, claims, losses, damages, liability, cost, expenses (including, but not limited to, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action, for or in connection with injury or damage (including, but not limited to death) to any person or property to the extent that such injury or damage results from or is connected to the maintenance of the property or negligence by LACOE, LACOE's officers, employees, contractors or agents.

(b). RRCC's Indemnification

RRCC agrees to defend, indemnify, save and hold harmless LACOE (including its officers, employees, and independent contractors) from and against any and all demands, debts, liens, claims, losses, damages, liability, cost, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to death) to any person or property to the extent that such injury or damage results from RRCC's use of the Premises or due to RRCC's negligence or misuse of the same.

**16. Insurance.**

(a). RRCC's Liability Insurance.

RR/CC is self-insured and shall provide to LACOE a certificate of self-insurance listing LACOE as certificate holder. Such insurance shall be primary. The certificate of insurance shall specify minimum liability limits of: Two Million Dollars (\$2,000,000.00) combined single limit for personal injury, liability and property damage.

(b). LACOE's Liability Insurance.

LACOE is self-insured and also possesses commercial insurance for general liability and maintains coverage with a minimum limit of liability of one million dollars (\$1,000,000) and aggregate limits of two million dollars (\$2,000,000). LACOE may, at LACOE's option, choose to self-insure, or modify its level of self-insurance maintaining the same coverage as stated herein.

**17. Destruction of Premises.** In the event of destruction of the Premises RRCC shall be entitled, at its election, to terminate the Agreement and all liability of RRCC for Rent accruing subsequent to the date of destruction shall cease.

18. **Assignment.** This Agreement is not assignable by RRCC either in whole or in part, without the consent of LACOE in the form of a written agreement.

**Holding Over.** If RRCC, with LACOE's consent, remains in possession of the Premises after expiration or termination of the Term, or after the date in any notice given by LACOE to RRCC terminating this Agreement, such possession by RRCC shall be deemed to be a month- to-month tenancy terminable upon ten (10) days' written notice given at any time by either party. In the event that the month-to-month tenancy is terminated on a date which is not the last day of the month, rent shall be prorated as of such date based on the days of that month. The daily rate is \$160 per day. All provisions of this Agreement, except those pertaining to term shall apply to the month-to- month tenancy.

19. **Severability.** The invalidity or illegality of any provision shall not affect the remainder of the Agreement.

20. **Notice.** As used in this Agreement, notice means written notice either (1) delivered in person to the recipient named below, (2) two days after deposit in the United States mail in a sealed envelope or container, postage and postal charges prepaid, or (3) via email. The name and address to the Parties or person intended are listed below:

**Notice to LACOE:**

Los Angeles County Office of Education  
Roberta Stephens  
Division of Facilities and Construction  
9300 Imperial Highway  
Downey, CA 90242  
Telephone: (562) 803-8211  
Email: stephens\_roberta@lacoe.edu

**Notice to RRCC:**

County of Los Angeles  
Registrar-Recorder/ County Clerk  
Albert Navas  
12400 Imperial Highway  
Norwalk, CA 90650  
Telephone: (562) 462-2652  
Email: [anavas@rrcc.lacounty.gov](mailto:anavas@rrcc.lacounty.gov)

21. **Remedies for Default.** It is agreed between RRCC and LACOE that in the event RRCC uses the Premises for any purpose other than that hereinabove authorized, fails to timely pay Rent or any other sum due under this Agreement, or defaults or breaches its obligations under this Agreement and any such default or breach continues for a period of ten (10) business days after written notice thereof by LACOE to RRCC, then LACOE may, as its sole remedy, terminate this Agreement at its option and proceed to regain possession of the Premises in accordance with the law. If the default cannot reasonably be cured within ten (10) business days, RRCC shall not be deemed in default if RRCC commences to cure the default within the ten (10) business day period and diligently and in good faith continues to cure the default.

It is agreed between RRCC and LACOE that LACOE shall be in default and/or breach of this Agreement if it fails or refuses to perform any provision of this Agreement that it is obligated to perform if the failure to perform is not cured within ten (10) business days after written notice of default or breach has been given by RRCC to LACOE. If the default cannot reasonably be cured within ten (10) business days, LACOE shall not be deemed in default if LACOE commences to cure the default within the ten (10) business day period and diligently and in good faith continues to cure the default.

Notwithstanding the foregoing, the Agreement may not be terminated during the voting period of the Primary and General Elections, to ensure RR/CC's ability to support and conduct the Primary and General Elections for voters in the County.

22. **Compliance with Law.** LACOE and RRCC shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein.

23. **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

24. **Time.** Time is of the essence of this Agreement and each and every provision hereof. Except as otherwise provided herein, in the event any date for performance of any obligation or the giving of any notice pursuant to this Agreement occurs on a California state or federal holiday or on a Saturday or Sunday, then the next business day shall be deemed the applicable date for performance or notice.

25. **Waiver.** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

26. **Amendments.** This Agreement may not be altered, changed, or amended except by an instrument signed by both parties hereto.

27. **Exhibits.** The Exhibits and Diagrams attached hereto are incorporated herein by this reference.

28. **Counterparts.** This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and/or portable document format (PDF) signatures on this Agreement shall be binding as if original.

29. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or construction of any section of this Agreement.

30. **Entire Agreement.** This instrument along with any Exhibits and attachments hereto constitutes the entire agreement between LACOE and RRCC relative to the Premises and this Agreement and the Exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both LACOE and RRCC. LACOE and RRCC agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

31. **Authority.** Each party hereto covenants, warrants and represents that each individual executing, attesting and/or delivering this Agreement on behalf of such party is authorized to do so and this Agreement is binding upon such party

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representative. LACOE and RRCC acknowledge that this Agreement shall not be binding until fully executed by both Parties. Email, E-signature and/or portable document format (PDF) signatures on this Agreement shall be binding as if original.

**LACOE:**

**LOS ANGELES COUNTY  
OFFICE OF EDUCATION**

**By:**

Patricia Smith  
Chief Financial  
Officer

\_\_\_\_\_  
Date

**RRCC:**

**REGISTRAR-RECORDER/COUNTY  
CLERK DEAN C. LOGAN**

**By:**

Dean C. Logan  
Registrar-Recorder/County Clerk

\_\_\_\_\_  
Date

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☒ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/6/2022	
<b>BOARD MEETING DATE</b>	N/A	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Registrar-Recorder/County Clerk	
<b>SUBJECT</b>	NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE AMENDMENT TO CONTRACT #15-003 WITH K&H PRINTERS-LITHOGRAPHERS, INC. (K&H) FOR OUTGOING VOTE BY MAIL ELECTION MAILING SERVICES	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	November 8, 2022 election and future elections	
<b>COST &amp; FUNDING</b>	Total cost: TBD	Funding source: Approved Department operating budget
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Requests approval to negotiate a sole source amendment to the existing K&H contract approved by your Board on September 1, 2015, for outgoing Vote by Mail (VBM) services. The purpose of the amendment is to increase the contract maximum amount due to the passage and adoption of the California Voter's Choice Act (VCA) in 2020 that required the RR/CC to mail a ballot to all registered voters.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	In accordance with Board Policy 5.100, the RR/CC must provide a four-week Board notification to enter into sole source negotiations. Contracted services include producing and mailing VBM packets, which include a VBM ballot, "I Voted" Sticker, other election materials, and various voter education and outreach flyers. The existing contract with K&H has sufficient funding authority to cover the June 7, 2022, Gubernatorial Primary Election; however, it will not cover subsequent elections, including the November 8, 2022, Gubernatorial General election.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Albert Navas, Assistant RR/CC, (562) 462-2652, ANavas@rrcc.lacounty.gov	



## LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

April 6, 2022

TO: Supervisor Hilda L. Solis  
Supervisor Holly Mitchell, Chair  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

Fesia Davenport, Chief Executive Officer

FROM: Dean C. Logan, Registrar-Recorder/County Clerk

### **NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE AMENDMENT TO CONTRACT #15-003 WITH K&H PRINTERS-LITHOGRAPHERS, INC. (K&H) FOR OUTGOING VOTE BY MAIL ELECTION MAILING SERVICES**

This is to inform your Board of the Registrar-Recorder/County Clerk's (RR/CC) intent to negotiate a sole source amendment to the existing K&H contract approved by your Board on September 1, 2015, for outgoing Vote by Mail (VBM) services. The purpose of the amendment is to increase the contract maximum amount due to the passage and adoption of the California Voter's Choice Act (VCA) in 2020 that required the RR/CC to mail a ballot to all registered voters. Between 2018 and 2020, the number of voters receiving VBM ballots increased from 2.5 million to over 5.6 million for Countywide elections. Additionally, the increased frequency in unscheduled elections over the last year, which included a Gubernatorial Recall and several State Senate and Assembly special elections, has accelerated the depletion of our contract authority.

The existing agreement with K&H is set to expire on December 31, 2026, if all optional extension periods are exercised. We intend to increase the contract maximum amount to allow for services to continue through December 2024. This will allow time to release a Request for Proposal (RFP) for VBM services while maintaining support through the 2024 election year, which includes the 2024 Presidential Election.

Contracted services include producing and mailing VBM packets, which include a VBM ballot, "I Voted" Sticker, other election materials, and various voter education and outreach flyers.

## Fiscal Impact

The existing contract with K&H has sufficient funding authority to cover the June 7, 2022, Statewide Direct Primary Election; however, it will not cover subsequent elections, including the November 8, 2022, Statewide General Election. It is therefore necessary to negotiate a sole source amendment with K&H to prevent any interruption with VBM services for upcoming elections, and to allow time for RR/CC to release a VBM services RFP for elections after 2024.

The sole source amendment will not require additional Net County Cost (NCC), as VBM costs are part of the RR/CC's approved funding base.

## Closing

In accordance with Board Policy 5.100, the RR/CC must provide a four-week Board notification to enter into sole source negotiations. We will proceed to enter into negotiations with K&H after the four-week notification period unless otherwise directed. The negotiated amendment with K&H is expected to be presented at the Operations Cluster Meeting no later than July 20, 2022.

If you have any questions, please contact Veronica Williams, Contracts and Grants Manager, at (562) 383-2539.

DCL:JG:AN

NH:VW:ca

c: Chief Executive Office  
Executive Office, Board of Supervisors  
Board Deputies

County Counsel

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	4/6/2022	
<b>BOARD MEETING DATE</b>	5/3/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Human Resources (DHR)	
<b>SUBJECT</b>	Amendment to Master Agreement for Occupational Health Medical Examinations with Irwindale Industrial Clinic	
<b>PROGRAM</b>	Occupational Health Medical Examination Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Irwindale Industrial Clinic was sold via an asset purchase agreement effective 9/18/21. Contract assignment to Occupational Health Centers of California, a Medical Corporation ("OHC of California") is required to allow delegation of all Irwindale Industrial Clinic master agreement duties, responsibilities, obligations and performance requirements to OHC of California.	
<b>COST &amp; FUNDING</b>	Total cost: Unknown at this time.	Funding source: Costs incurred are billed to departments utilizing the services.
	TERMS (if applicable): N/A	
	Explanation: Services are provided on an as-needed basis.	
<b>PURPOSE OF REQUEST</b>	Approval will allow OHC of California to provide essential occupational health medical evaluation services to County employees and candidates for various safety-sensitive positions. The DHR Occupational Health Programs (OHP) coordinates these contracted examination services on behalf of County departments.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Effective 9/18/21, Concentra Health Services, Inc., a Nevada corporation ("Concentra"), acquired all assets of Irwindale Industrial Clinic. Concentra is unable to enter into a contract for medical services with the County because the State of California prohibits corporations, including Concentra, from practicing medicine (Medical Practice Act, California Business and Professions Code Section 2052 and Section 2400). OHC of California, a Medical Corporation managed by Concentra, agrees to assume all of Irwindale's rights, duties, interest, obligations, and liabilities under the master agreement from the initial effective date of the master agreement. DHR conducted an analysis of both entities pursuant to Board Policy 5.053 on Mergers and Acquisitions which revealed that OHC is a pass-through entity without any assets and Concentra's financial status is acceptable to the County. Therefore, Concentra has signed a Continuing Special Guaranty (Attachment III) and, as such, is the guarantor for the full and faithful performance and fulfillment of any and all tasks, duties, obligations, responsibilities, and liabilities of OHC of California under the master agreement.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>Maggie Martinez, Assistant Director</li> <li>(213) 351-2921 <a href="mailto:mmartinez@hr.lacounty.gov">mmartinez@hr.lacounty.gov</a></li> </ul>	





**LISA M. GARRETT**  
DIRECTOR OF PERSONNEL

# **COUNTY OF LOS ANGELES**

## **DEPARTMENT OF HUMAN RESOURCES**

### **HEADQUARTERS**

KENNETH HAHN HALL OF ADMINISTRATION  
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012  
(213) 974-2406 • FAX (213) 621-0387

### **BRANCH OFFICE**

510 S. VERMONT AVENUE, 12<sup>TH</sup> FLOOR • LOS ANGELES, CALIFORNIA 90020  
(213) 866-5846 • FAX (213) 637-0821

May 3, 2022

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **AMENDMENT TO MASTER AGREEMENT FOR OCCUPATIONAL HEALTH MEDICAL EXAMINATIONS WITH IRWINDALE INDUSTRIAL CLINIC (ALL DISTRICTS - 3 VOTES)**

#### **SUBJECT**

Approve an amendment to the Master Agreement for Occupational Health Medical Examinations with Irwindale Industrial Clinic to assign and delegate its Master Agreement to Occupational Health Centers of California, a California medical corporation ("OHC of California"). The Department of Human Resources (DHR) has master agreements with clinics throughout the County for occupational health clinic-based medical examinations and mobile medical examinations. The occupational health master agreements expire on June 30, 2024.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair to sign an amendment to the Master Agreement for Occupational Health Medical Examinations (Attachment I) with Irwindale Industrial Clinic (Contract No. OHME-2013-02) to consent to the assignment and delegation of its duties under its master agreement to OHC of California.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Board approval will amend the Master Agreement with Irwindale Industrial Clinic to allow the assignment of all Master Agreement duties, responsibilities, obligations, and performance requirements to OHC of California.

*To Enrich Lives Through Effective and Caring Service*

Effective September 18, 2021, Concentra Health Services, Inc., a Nevada corporation ("Concentra"), acquired all assets of Irwindale Industrial Clinic, and Irwindale Industrial Clinic ceased to exist as part of such acquisition. Concentra provided a letter to the County stating it is unable to enter into a contract for medical services with the County of Los Angeles ("County") because the State of California prohibits corporations, including Concentra, from practicing medicine. The Medical Practice Act, California Business and Professions Code Section 2052 states: "Any person who practices or attempts to practice, or who holds himself or herself out as practicing...[medicine] without having at the time of doing so a valid, unrevoked, or unsuspended certificate...is guilty of a public offense." Moreover, Section 2400 of the California Business and Professions Code within the Medical Practice Act states: "Corporations and other artificial entities shall have no professional rights, privileges, or powers." Consequently, only a physician-owned entity can enter into a contract for medical services in the State of California. (Attachment II)

Because of these California Business and Professions Code restrictions, OHC of California, a medical corporation managed by Concentra, has agreed to assume all of Irwindale Industrial Clinic's rights, duties, interests, obligations, and liabilities under the Master Agreement from the initial Effective Date of the Master Agreement. DHR conducted an analysis of both OHC of California and Concentra pursuant to Board Policy 5.053 – Evaluation of Vendors/Contractors Engaged in Mergers and Acquisitions, including a thorough assessment of both entities' financial stability. The analysis revealed that 1) OHC of California is a pass-through entity without any assets, and 2) Concentra's financial status is acceptable to the County. A Continuing Special Guaranty was requested from Concentra (Attachment III), and Concentra is the guarantor for the full and faithful performance and fulfillment of any and all tasks, duties, obligations, responsibilities, and liabilities of OHC of California under the Master Agreement.

### **Occupational Health Medical Examinations**

Occupational health medical examination services are critical to comply with Federal and state regulatory requirements for pre-employment and periodic employee exams for commercial drivers and for potential work exposures (such as noise, asbestos, hazardous materials, etc.), and with terms of a negotiated labor contract to provide periodic wellness exams for positions such as Firefighter and Ocean Lifeguard.

### **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan Goal 1, Operational Effectiveness, providing timely and cost-effective services to the County, by assuring the availability of required employee medical examinations and evaluation services to maximize the effectiveness of the County's operations, employment processes, and employees' wellness.

### **FISCAL IMPACT/FINANCING**

The Master Agreement does not guarantee a minimum amount of business, and the Department will only accrue an obligation when work is performed. Services are used on an as-needed basis. Costs for these services vary each year based on departmental usage. Historic Countywide annual costs for Irwindale Industrial Clinic's services averaged \$233,923 from FY 2016 to 2020 (pre-pandemic) and \$122,000 for FY 2020-21. Expenses incurred are fully offset by billings to County departments utilizing the services. Funding is included in the FY 2022-23 Recommended Budget, and funding for subsequent years will be included in each fiscal year's budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On November 7, 2012, the Board approved the Master Agreement for Occupational Health Medical Examinations and delegated authority to the CEO to execute agreements with qualified vendors. The Master Agreement's current term is 10 years and six months, including two one-year option renewals, effective January 1, 2013 through June 30, 2024.

When originally executed, the Master Agreements were administered by the CEO Occupational Health Programs (OHP). In May 2016, amendments were executed with all Master Agreement Contractors to transfer authority from the CEO to DHR for the administration and management of contracts pursuant to the March 29, 2016 Board-approved realignment of County functions.

Approval of the Master Agreement amendment will allow OHC of California to provide essential occupational health medical evaluation services to County employees and candidates for various positions. OHC of California offers a full complement of health care services provided by trained and licensed clinicians in accordance with DOT, OSHA, ADA, and general occupational health guidelines. The company has provided a written commitment to accept the terms and conditions of the current agreement. They will perform the services at the same medical clinic in the same manner as Irwindale Industrial Clinic to limit any possible disruption to the County and its employees.

County Counsel has reviewed and approved the amendment as to form.

### **CONTRACTING PROCESS**

The current Master Agreement resulted from a competitive solicitation and was executed by CEO pursuant to the Board's November 7, 2012 approval of the Master Agreement and delegated authority to CEO.

Paragraph 10.1 under Section 10 (Assignment and Delegation) of the Master Agreement provides that the Contractor may assign its rights or delegate its duties under this Master Agreement with the prior written consent of the County in the form of a written amendment to the Master Agreement.

OHC of California has met all requirements as a qualified Contractor for these services as required under Board Policy 5.053 – Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the recommended action will allow County departments to continue obtaining required Pre-employment/Post Offer medical examinations of applicants and occupationally mandated examinations of employees per Cal/OSHA's requirements to ensure that all are able to fully and safely perform the essential functions of their positions, with or without accommodation.

**CONCLUSION**

It is requested that the Executive Officer notify the DHR's Administrative Services Division at (213) 974-2515 when the adopted copy of this Board letter and executed copy of the attached amendment are available.

Respectfully submitted,

LISA M. GARRETT  
Director of Personnel

LMG:PAM:MM  
SS:LF:MA

Attachments (3)

c: Executive Office, Board of Supervisors  
County Counsel  
Chief Executive Office

**COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES  
OCCUPATIONAL HEALTH MEDICAL EXAMINATIONS  
MASTER AGREEMENT OHME 2013-02**

**AMENDMENT FIVE**

This Amendment Five to the Master Agreement for the provision of Occupational Health Medical Examinations Services, OHME 2013-02 ("Master Agreement"), is made and entered into this 17th day of February, 2022 by and between the County of Los Angeles (hereinafter "County") and Occupational Health Centers of California, a California medical corporation (hereinafter, "Contractor").

**WHEREAS**, on January 1, 2013, the County and Irwindale Industrial Clinic entered into the Master Agreement for the provision of Occupational Health Medical Examinations; and

**WHEREAS**, the term of the executed Master Agreement was for up to five (5) years, consisting of an initial three-year term effective January 1, 2013 through December 31, 2015, and two (2) optional one-year extensions through no later than December 31, 2017; and

**WHEREAS**, on May 17, 2016, the County and Irwindale Industrial Clinic executed Amendment One to change references to the "Chief Executive Office" and "CEO" to the "Department of Human Resources" and "DHR"; and

**WHEREAS**, on September 5, 2017, the County and Irwindale Industrial Clinic executed Amendment Two to extend the term of the Master Agreement, one year at a time, to not later than December 31, 2019; and

**WHEREAS**, on October 29, 2019, the County and Irwindale Industrial Clinic executed Amendment Three to extend the term of the Master Agreement for up to one additional one-year period and one additional six-month period, through no later than June 30, 2021; and

**WHEREAS**, on November 10, 2020, the County and Irwindale Industrial Clinic executed Amendment Four to extend the term of the Master Agreement, one year at a time, to not later than June 30, 2024; and

**WHEREAS**, Paragraph 10.1 under Section 10 (Assignment and Delegation) of the Master Agreement provides that the Contractor may assign its rights or delegate its duties under the Master Agreement with the prior written consent of the County in the form of a written amendment to the Master Agreement; and

**WHEREAS**, effective September 18, 2021, Concentra Health Services, a Nevada corporation ("Concentra"), acquired all assets of Irwindale Industrial Clinic, and Irwindale Industrial Clinic ceased to exist as part of such acquisition; and

**WHEREAS**, Occupational Health Centers of California, a California medical corporation ("OHC of California"), managed by Concentra, agrees to assume all of Irwindale Industrial Clinic's rights, duties, interest, obligations, and liabilities under the Master Agreement

from the initial Effective Date of the Master Agreement; and

**WHEREAS**, Concentra has signed a Continuing Special Guaranty and, as such, is the guarantor for the full and faithful performance and fulfillment of any and all tasks, duties, obligations, responsibilities, and liabilities of OHC of California under the Master Agreement; and

**WHEREAS**, the County consents to the assignment of Irwindale Industrial Clinic's rights and delegation of its duties under the Master Agreement to OHC of California;

**NOW, THEREFORE**, County and Contractor hereby agree to amend the Master Agreement as follows:

1. This Amendment Five shall commence and be effective upon Board of Supervisors approval with such date reflected on page one of this Amendment Five.
2. All rights, duties, responsibilities, obligations, and performance requirements of Irwindale Industrial Clinic under the Master Agreement are hereby assigned in whole to OHC of California, managed by Concentra.
3. Wherever the name "Irwindale Industrial Clinic" or "Contractor" appears in the Master Agreement, it shall be amended to and interpreted to read as "Occupational Health Centers of California, a California medical corporation."
4. Services shall only be performed by Contractor at the facility located at 15768 Arrow Highway, Irwindale, California, 91706.
5. OHC of California represents and warrants that the person(s) executing this Amendment Five on behalf of OHC of California is an authorized agent who has the actual authority to bind OHC of California to each and every term, condition and obligation of this Amendment Five and the Master Agreement.
6. Except for the changes set forth herein, all other terms and conditions of the Contract shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Amendment Five to be executed on its behalf by its duly authorized officer, the day, month and year first written above.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

CONTRACTOR:  
OCCUPATIONAL HEALTH CENTERS  
OF CALIFORNIA, A CALIFORNIA  
MEDICAL CORPORATION  
5080 Spectrum Drive, Suite 1200W  
Addison, TX 75001

ATTEST:

Celia Zavala, Executive Officer  
of the Board of Supervisors

By: \_\_\_\_\_

DocuSigned by:  
By:  \_\_\_\_\_  
01885D06197441C... Signature

Kathy T. Le, DO, MPH

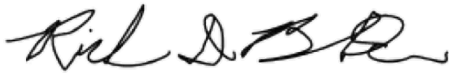
\_\_\_\_\_  
Printed Name

President and Treasurer

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By:  \_\_\_\_\_  
Richard D. Bloom  
Principal Deputy County Counsel

Richard Katsifis  
Senior Counsel  
RKatsifis@selectmedical.com



February 17, 2022

Narek Artonian  
Department of Human Resources  
500 W. Temple Street, Room 588  
Los Angeles, CA 90012

Dear Narek:

Per your request, this letter is written to explain why Concentra Health Services, Inc., a Nevada corporation ("Concentra") is unable to enter into a contract for medical services with the County of Los Angeles (the "County"). The State of California prohibits corporations, including Concentra, from practicing medicine. The Medical Practice Act, California Business and Professions Code Section 2052 states: "Any person who practices or attempts to practice, or who holds himself or herself out as practicing...[medicine] without having at the time of doing so a valid, unrevoked, or unsuspended certificate...is guilty of a public offense." Moreover, Section 2400 of California Business and Professions Code within the Medical Practice Act states: "Corporations and other artificial entities shall have no professional rights, privileges, or powers." Consequently, only a physician-owned entity can enter into a contract for medical services in the State of California.

Concentra is a corporation, not a physician-owned entity, and is prohibited from entering into a contract for the provision of medical services with the County. As a result, Concentra proposes that the County contract with Occupational Health Centers of California, a California medical corporation ("OHC of California"), to obtain the requested medical services. OHC of California is a physician-owned entity managed by Concentra. Please do not hesitate to contact me directly should you have any questions or concerns.

Sincerely,

DocuSigned by:  
  
192862C6AE97481...  
Rick Katsifis  
Senior Counsel





February 17, 2022

County of Los Angeles  
Department of Human Resources  
Kenneth Hahn Hall of Administration  
500 W. Temple Street, Room 579  
Los Angeles, CA 90012  
Attention: Lisa Garrett, Director of Personnel

**Re: Continuing Special Guaranty**

Guarantor: Concentra Health Services, Inc., a Nevada corporation  
(hereinafter, "Concentra")

Guarantee: County of Los Angeles  
(hereinafter, "County")

Principal Obligor: Occupational Health Centers of California, a California medical corporation  
(hereinafter, "OHC of California")

Special Obligation: "Master Agreement By and Between The County of Los Angeles and Irwindale Industrial Clinic for Occupational Health Medical Examinations," entered into on January 1, 2013 ("Agreement").

To the County of Los Angeles:

Concentra hereby makes and executes this Continuing Special Guaranty as guarantor for OHC of California (Principal Obligor) on the above-referenced Agreement with County. Concentra hereby acknowledges that it has read and understands all terms and conditions set forth in the Agreement, which agreement is incorporated by reference.

This Continuing Special Guaranty shall be effective on February 17, 2022. Further, this Continuing Special Guaranty shall be continuous and ongoing, applying to the Agreement, in the form as entered into by Irwindale Industrial Clinic and the County on January 1, 2013, and as the same has been amended or modified and may be further amended or modified at any time and from time to time upon mutual agreement of County and OHC of California.



In consideration of the performance of the Agreement by OHC of California, as successor of Irwindale Industrial Clinic, Concentra hereby represents, warrants, and agrees as follows:

1. Effective September 18, 2021, Concentra acquired all assets of Irwindale Industrial Clinic, whereupon Irwindale Industrial Clinic, which was the original "Contractor" under the Agreement, ceased to exist as part of such acquisition.
2. Effective December 1, 2021, Concentra and OHC of California entered into a management agreement, whereby Concentra agrees to provide management services to OHC of California relating to occupational health medical examination services, and Concentra will provide management services to OHC of California under the Agreement.
3. All of the representations, warranties and agreements on the part of OHC of California contained in the Agreement that are by and/or concerning OHC of California or Concentra are and shall remain true and correct.
4. Concentra is the guarantor for the full and faithful performance and fulfillment of any and all tasks, duties, obligations, responsibilities, and liabilities of OHC of California under the Agreement, including, without limitation, any liability of OHC of California in respect of its performance or nonperformance thereunder, it being agreed and acknowledged that such guaranty shall be applicable regardless of whether, for any reason whatsoever, notwithstanding the provision of Paragraph 1 above, OHC of California shall cease to have the right to perform the obligations, warranties, and undertakings to County contained in the Agreement.
5. Concentra agrees to look solely to OHC of California, and not to County, with respect to all monies payable to the undersigned in connection with the Agreement.
6. County may, in its own name, institute any action or proceeding against Concentra, Inc. to enforce its rights under the Agreement and this Continuing Special Guaranty, and County shall be entitled to seek whatever rights and remedies it may have at law, in equity, and/or under the Agreement and/or this Continuing Special Guaranty, including, without limitation, injunctive relief, to enforce the provisions of said agreements, without the necessity of first resorting to or exhausting any rights or remedies against OHC of California.

In respect to any action, suit, or proceeding brought by Concentra or by County under this Continuing Special Guaranty, Concentra submits to the choice of law and forum provisions set forth in the Agreement as applicable to OHC of California.



Concentra represents and warrants that John R. Anderson, DO as its authorized signatory hereunder is a duly authorized representative of Concentra, with all legal rights and authority necessary to fully bind Concentra to all representations made herein.

Very truly yours,

CONCENTRA HEALTH SERVICES, INC., a Nevada corporation

DocuSigned by:  
*John R. Anderson, DO*  
By: \_\_\_\_\_  
3871D381A055405...  
John R. Anderson, DO  
Executive Vice President, Chief Medical Officer